WENTER REPORT Attorney at Law, Greenville, S. C. 29603

C. Timothy Sullivan, FILED

STATE OF SOUTH CAROLINGREHVILLE, CO. S. C. MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

(CORPORATION)

(US 24) 2 58 PH 77 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

WHEREAS, DEE SMITH COMPANY, INC. -----, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

CLAUDE H. HAMBY and SARA W. HAMBY-----

Dollars

(\$ 12,500.0) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of the per centum per annum, to be paid as provided for in said note; and, the due and payable in eighteen (18) months from date;

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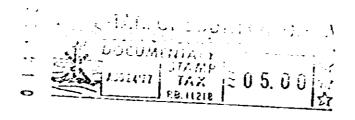
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

All those certain pieces, parcels or lots of land, situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as Lots Nos. 1, 4, 5, 6, 7, 8, 9, 10, 12, 13 14, 16, 20, 21, 22, 23, and 24 on plat of GOVERNORS SQUARE, prepared by W. R. Williams, Jr., October 17, 1975, recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-P at Page 8, reference to which plat is hereby craved for a metes and bounds description.

Being the same property conveyed to Mortgagor by deed of Governors Square Associates, a Partnership, dated July 1, 1977, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1061 at Page 373.

Mortgagor hereof reserves the right to have released from the lien of said mortgage any nine (9) of the above described lots without further consideration to the Mortgagees hereof. Mortgagor hereof reserves the right to have released from the lien of said mortgage the eight (8) remaining lots upon the payment of \$1,562.50.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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